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TRAFICO			
Contreras Cavazos Alfredo	37,760.10	COCA6107249T8	97/01/01
Garcia Perez Valeriano	14,750.10	GAPV600906	97/03/01
Nava Tovar Martha Teresita	6,250.20	NATM631003IB2	98/01/16
Lara Lazcano Julio Cesar	12,860.10	LALJ590501	98/01/16
Salazar Caldera Trinidad Veronica	7,935.00	SACV690912	95/02/13
Alvarez Salas Lilia Gabriela	4,650.00	AASL780801	98/11/16
Rodriguez Silveira Elsy Maria	6,500.10	ROSE731028PC3	99/09/16
TOM Iguez Brivess Disy status	•,••••		
DIRECCION COMERCIAL			
Sanchez Rodriguez Sergio	64,100.10	SARS540815	92/09/01
Cantu Plata Nancy	10,600.20	CAPN700916	93/08/19
	•		•
GERENCIA COMERCIAL Z. NORTE			
Dominguez Garcia Enrique Hans	7,080.00	DOGE731004	96/03/27
Lujan Villarreal Ma. De L. Angel	27,360.00	LUVA680421	93/10/03
Ramirez Lara Victor Hugo	13,350.00	RALV571011	94/07/01
Torres Garcia Jose Luis	24,700.20	TOGL580318	98/02/01
Villarreal Saucedo Maria Guadalupe	7,080.00	VISG761227	98/08/17
Heredia Lara Hernan	47,600.10	HELH520916TP2	91/11/01
Lopez Dino Hector Rene	13,100.10	LODH680519	94/06/23
Corona Ferral Alfonso	14,750.10	COFA721130	99/10/04
Espino Muñoz Daniel	33,000.00	EIMD6004058WA	00/04/03
Ruiz Martinez Martin	12,250.20	RUMM6611110U1	00/04/16
			•
GERENCIA COMERCIAL Z. SUR	1 7 700 00	CI ID 4 (00012	06/11/04
Cruz Padron Angel Armando	17,700.00	CUPA690913	96/11/04
Escoto Gomez Maria Lourdes	15,950.10	EOGL640205	93/06/01
Ruiz Trejo Antonio	6,380.10	RUTA620919 GAPA451216	93/06/01 93/08/23
Garcia Pinedo Jose Antonio	21,800.10	PIOV600701	98/01/16
Prieto Olguin Victor Hugo	38,760.00	CAZA760727HP1	00/02/14
Castilleja Zapien Alejandra	4,000.20 8,000.10	MAND750519	00/02/14
DeLa Madrid Nogueda Diana Leticia	9,250.20	GAFJ710815EW0	00/04/10
Garcia Fernandez Juan Alejandro	8,000.10	VEGA620811HB7	00/05/16
Velazquez Garcia Alejandro	0,000.10	VEGA020011DB/	00/03/24
GERENCIA COMERCIAL Z. CENTRO			
Reyes Cantu Victor Hugo	8,400.00	RECV581222AL8	97/08/18
Monterubio Verde Victor Manuel	11,000.10	MOVV710427	98/07/20
Torres Hernandez Fermin Mauricio	20,420.10	TOHF560922	96/01/01
Torres Carranza Rosa Maria	4,950.00	TOCR690101	96/01/15
Guerrero Martinez Galo Marcel	28,000.20	GUMG721220118	96/02/26
Solano Ramirez Jose	3,100.20	SORJ601029	96/03/01
Rodriguez Luna Javier Ernesto	16,140.00	ROLJ630701INO	96/09/16
De La Lama Cisneros Ivette	15,080.10	LAC1710204ME4	95/05/01
Altube Chavez Tomas	6,380,40	AUCT710712EM9	99/08/23
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	Sandoval Lugo Martin Marco	9,120.00	SALM680425	99/08/25
	Velazquez Cardiel Juan Carlos	7,070.10	VECJ740515	99/10/01
14	Herrera Duran Juan Manuel	7,980.00	HEDJ560930	99/10/01
	Oñate Avila Miguel Angel	6,100.20	OAAM760920	00/03/13
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₹.	GERENCIA COMERCIAL Z. CENTRO			
-	Rangel Garcia Alberto Honorato	13,500.00	RAGA690322	00/03/13
÷	Chavez Luna Omar Adrian	6,500.10	CALO760302	00/04/05
		•		
55	COMERCIAL CD. JUAREZ	13 000 00	DECOMMON	00/02/02
	Delgado Garcia Silvia Rocio	13,800.00	DEGS730930	98/03/25
	Alderete Carrasco Gregorio	6,500.10	AECG680509	98/08/01
200	Palomares Alonso Javier	5,500.20	PAAJ710905	98/11/23
	Diaz Herrera Myrna Daniela	4,640.10	DIHM770105	99/09/01
•	Terriquez Ramos Adriana	4,640.10	TERA760313	99/09/01
77	Uribe Franco Juan Diego	6,960.00	UIFJ620624A75	99/09/08
	DIRECCION PROYECTOS			
. —	Espinosa Guiterrez Luis Martin	66,500.10	EIGL600830	09/01/27
	Aldape Maldonado Rebeca	6,400.20	AAMR730504GI1	98/01/27 98/04/28
•	Torres Peña Esteban Adrian	26,550.00	TOPA730805	99/03/25
~	101103 I CHA ESCOULT I LA ILLI	20,520.00	101A/30003	99/03/23
<u>.</u>	PROYECTOS ESPECIALES			
	Coronel Cordero Mario Alberto	20,000.10	COCM660708	98/07/02
**	Gonzalez Alvarez Jose Juan	28,000.20	GOAJ711112	96/02/19
	Cantu Flores Roberto	44,850.00	CAFR630208NA3	99/04/01
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•	PROYECTOS Z. CENTRO			
	Zuñiga Guevara Sergio Armando	9,730.20	ZUGS730901	97/08/08
• •	Perez Cervantes Teodoro	5,290.20	PECT751130	99/09/01
%				
	PROYECTOS Z. SURESTE			
	Santos Cabrera Pedro	12,250.20	SACP570628	95/04/01
	Campos Lopez Jose German	7,100.10	CALG740901	99/09/16
	Co 70 D. c			
	COMERCIAL ZONA PACIFICO	4 720 20) (0011010
	Marin Orduño Maria Dolores	4,720.20	MAOD760121	98/12/07
. V	Vazquez Falcon Gerardo	27,900.00	VAFG651110	91/10/28
í	Trujillo Garcia Yanira Ivonne	6,110.10	TUGY751122	98/10/06
[,.	Gutierrez Mejia Rogelio Boisson Pichardo Guillermo	5,070.00 11,750.10	GUMR710426 BOPG710826	98/07/01
•	Garcia Lugo Jorge Luis	14,000.10	GALJ690118	98/09/07
	Segovia Bravo Salvador	12,240.00	SEBS700910	98/07/01 98/11/26
;	Zapata Wershitz Ruben	14,630.10	ZAWR690914	97/01/21
•	Carvantes Leon Leopoldo	34,500.00	CALL591012	96/10/01
	Zetabello Cantu Francisco	6,640.20	ZECF680726R62	96/05/06
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Lara Carmona Gilberto	12,000.00	LACG640208	96/02/06
Morales Niño Porfirio	7,730.10	MONP610915	93/04/05
COMERCIAL ZONA PACIFICO			
Diaz Beatriz	19,450.20	DIBE690912	99/02/10
Barranco Mora Jaime	18,720.00	BAMJ701014	94/06/04
Villa Bejarano Jesus Antonio	17,170.20	VIBJ580613	94/09/16
Barajas Torres Jesus Armando	22,420.20	BATJ670208	. 96/01/01
Garcia Solis Perla Esmeralda	4,600.20	GASP760502	99/03/16
Gutierrez Buendia Sandra Monica	5,900.10	GUBS670101	99/04/01
Guerra Abarca Juan Gabriel	6,110.10	GUAJ750904	99/05/31
Armenta Valenzuela Beatriz	6,550.20	AEVB760911	99/12/01
Mendez Coronado Martha Esmeralda	7,500.00	MECM760618	00/03/27
Melidez Cololiado Maltia Estilelalda	7,300.00	IVIECIVI/00018	00/03/27
DIRECCION OPERACIONES			
Galvan Leal Rogelio Gerardo	2,6500.20	GALR710404	93/10/27
Treviño Rodriguez Dagoberto	68,000.10	TERD481214	98/01/16
Flores Botello Gabriela	7,260.00	FOBG760703	98/04/28
GERENCIA OPERACIONES Z. SURESTE	40.550.40	50.01 (2000, 500)	
Torres Cerda Jose Luis	42,560.10	TOCL620227KU2	96/01/01
Romero Garibay Hector Armando	29,500.20	ROGH450721	99/09/01
Arteaga Tellez Fernando	16,520.10	AETF530908	99/09/13
Fiscal Ramirez Rufino	12,180.00	FIRR560719	99/09/16
Villaseca Martinez Roberto	9,280.20	VIMR540607	99/09/23
Mendoza Hernandez Moises	9,280.20	MEHM590516	99/09/23
Hernandez Lopez Silviano	9,120.00	HELS610710	00/02/16
GERENCIA GENERAL/MINA			
Escamilla Zamora Norma Alicia	5,020.20	EAZN741125	96/03/03
Leal Gonzalez Jaime Eduardo	50,150.10	LEGJ6102124KO	98/10/16
201. 00.22.02.00	.,		20.10.10
GERENCIA OPERACIONES/MINA			
Cardenas Cepeda Rene	10,480.20	CACR690203	95/01/17
Soto Mendoza Luis	12,580.20	SOML6904123B8	98/04/01
Soria Soto Francisco	16,880.10	SOSF711007	94/07/05
Espinoza Rodriguez Pablo Javier	8,590.20	EIRP610701	99/06/09
Rodriguez Gonzalez Roger Fernan	12,400.20	ROGR741117	99/06/22
Carrillo Silva Salvador	10,000.20	CASS761120	99/09/01
Silva Bazaldua Juan Ricardo	27,600.00	SIBJ710905	94/04/11
GERENCIA CONSTRUCCION/MINA			
Villanueva Sanchez Pedro	23,830.20	THEREINGIENE	04/07/22
Gonzalez Casas Eduardo Fabian	11,800.20	VISP\$1021545 GOCE710111	94/07/22
Gonzalez Casas Eduardo Fadian	11,800.20	OUCENIUM	99/04/22
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GERENCIA ADMINISTRATIVA/MINA			
Ortiz Villarreal Gustavo	13,730.10	OIVG651111	92/12/30
De La Garza Villarreal Fabiola MA	6,840.00	GAVF750313	98/02/04
Medina Rodriguez Oscar	11,680.20	MERO5809107N7	96/02/01
Cruz Gutierrez Guillermo	9,670.20	CUGG600529	96/10/01
Leal Gonzalez Jose Luis Socorro	9,660.00	LEGL480818	99/04/14
Guzman Paiz Luis	24,250.20	GUPL580414	99/06/01
GERENCIA TECNICA/MINA			
Valenzuela Lopez Armando Javier	14,270.10	VALA671203	96/12/16
Garcia Gonzalez Raul	14,820.00	GAGR701208	97/07/01
Perez Cruz Feliciano	5,110.20	PECF790609	97/08/26
Bocanegra Sanchez Miguel Angel	5,110.20	BOSM790131	97/08/26
Hernandez Martinez Juan David	7,000.20	HEMJ710901	96/03/18
Carrillo Leija Hector Rodrigo	15,080.10	CALH680613B26	99/05/01
Cantu Sanchez Marco Antonio	13,000.20	CASM6904155B7	99/05/01
Rivera Castro Juan Carlos	23,500.20	RIVJ6510083J7	00/02/01
Lopez Alvarado Jose Luis	12,800.10	LOAL680820PY4	00/04/10
Ponce Celayo Marco Antonio	5,500.20	POCM790425	00/05/29
Salas Ramos Raul Angel	10,230.00	SARR571101	90/03/23
Contricts Assertment Banks			
GERENCIA AMBIENTAL/MINA Escobar Gonzalez Jose De Jesus	22 (00 10	E0.01400400	
· · · · · · · · · · · · · · · · · · ·	23,600.10	EOGJ690423	99/03/16
Sanchez Gallegos Ignacio Valdez Quiroz Oscar Luis	13,000.20	SAGI710302MZ1	99/08/02
Aguilar Gueta Juan De Dios	14,000.10 9,000.00	VAQO730421HNL	00/03/16
Estrada Platas Edmundo Isaac	14,000.10	AUGHJ720917JA EAPE660309H43	00/03/16
Lauada i iataa Edinundo isaac	14,000.10	EAPE0003091143	00/04/05
GERENCIA MANTENIMIENTO/MINA			
Mena Becerra Gerardo Salvador	15,100.20	MEBG590928	96/08/26
Vargas Garza David	31,300.20	VAGD270914	87/06/01
Resendez Estrada Emilio	26,430.00	REEE530808	99/03/16
	20, 150.00	100000	77/03/10
GERENCIA OPERACIONES Z. NORTE			
Castro Melendez Jose Gpe.	7,980.00	CAMJ521124	96/10/16
Alvarado Ramirez Enrique A.	34,350.00	AARE4909091G4	93/10/11
Martinez Treviño Alejandro	11,800.20	MATA630923G23	95/02/16
Climaco Gomez Jorge Manuel	14,360.10	CIGJ600806	95/11/16
GERENCIA SERVICIOS TECNICOS			
Martinez Miron Agustin	5,550.00	MAMX500505	93/07/01
Pizano Dominguez Jose Antonio	30,100.20	_PIDA620520	88/02/29
Meza Luevanos Jose Martin	11,800.20	MEDM601111	95/01/01
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GERENCIA SERVICIOS TECHNICOS	(4.00-	
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Labor Workers

<u>Name</u>	Weekly <u>Salary</u>	R.F.C.	Date of Hire
Herrera Valenzuela Jose	1,235.15	HEVJ421029	12/02/84
Padilla Martinez Roberto	844.20	PAMR600707	13/10/83
Villegas Prado Hector M.	1,786.05	VIPH710430	05/06/89
Villegas Prado Alfredo	1,532.23	VIPA711014	05/06/89
Villegas Prado Julio	2,240.00	VIPJ680702	05/06/89
Lopez Salazar Jesus	844.20	LOSJ680824	05/06/89
Zapata Muniz Enrique	424.90	ZAME440715	05/06/89
Muniz Torres Antonio	381.15	MUTA220907	05/06/89
Villegas Prado Arturo	1,786.05	VIPA680602	13/09/89
Villegas Prado Alberto	1,532.30	VIPA720930	10/01/90
Mendez Padron Eusebio	1,786.05	MEPE550305	02/05/90
Hernandez Gonzalez Humberto	1,029.00	HEGH550320	28/08/91
Villarreal Ortiz Sabino	1,786.05	VIOS710202	07/11/91
Muniz Lopez Dionisio	621.60	MULD721224	04/10/91
Hernandez Gonzalez Ubaldo	844.06	HEGU580925	14/11/91
Espinoza Lopez Manuel	594.65	EILM500615	20/01/92
Resendiz Castro Jose Juan	1,786.05	RECJ720520	17/02/92
Regino Galvan Ruben	1,029.00	REGR730829	02/03/92
Gonzalez Herrera Ramon	1,532.93	GOHR550828	03/03/92
Hernandez Gonzalez Ambrosio	734.93	HEGA571207	07/04/92
Herrera Espinoza Jose Manuel	844.20	HEEM750217	13/05/92
Molina Arredondo Francisco Javier	1,532.30	MOAF730710	13/05/92
Zuñiga Garcia Arnulfo	1,029.00	ZUGA740628	20/05/92
Torres Huerta Gerardo Osiel	1,029.00	TOHG680527	21/05/92
Jimenez Torres Anselmo	927.85	JITA460726	23/05/92
Rodriguez Rodriguez Delfino	844.20	RORD531224	01/06/92
Galvan Rosas Pedro	424.90	GARP410629	25/06/92
Regino Hernandez Rosemberg	594.65	REHR390623	13/07/92
Mata Martinez Jose Manuel	844.20	MAMM760108	22/07/92
Robles Amaya Jose Martin	844.20	ROAM691129	16/06/94
Espinoza Herrera Adrian	844.06	EIHA750120	28/08/92
Воггедо Juarez Roberto	1,029.00	BOJR730107	29/10/92
Limon Rodriguez Jose Luis	844.20	LIRL670314	27/10/92
Ibarra Muniz Roberto	1,531.95	IAMR710501	09/11/92
Jimenez TreviZo Roberto	844.20	JITR741209	02/12/92
Rodriguez Mata Benito	1,235.15	ROMB540321	17/01/93
Rodriguez Hernandez Alonso	844.06	ROHA750207	13/01/93
Padilla Molina Juana Alicia	1,029.00	PAMJ640623	13/01/93
Covarrubias Lavat Alberto	2,997.05	COLA490807	09/01/91
Gutierrez Trevino Ignacio	1,786.05	GUT1591202	24/02/93
Huerta Pecina Fidencio	844.20	HUPF710909	10/03/93
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Espinoza Martinez Jose Rodrigo	844.20	EIMR680313	14/04/93
Galvan Rodriguez Lucas	594.65	GARL661024	25/05/93
Serrato Gonzalez Pablo Adalberto	886.20	SEGA751220	25/05/93
Villegas Marquez Hector	1,532.30	VIMH461205	23/06/93
Del Bosque Gutierrez Mayra Rocio	1,085.00	BOGR690429	23/06/93
Rivas Urbina Jose Alfredo	1,786.05	RIUA740303	08/09/93
Garcia Lopez Jesus Ramiro	844.20	GALJ480708	13/09/93
Mendez Ibarra Roberto	2,240.00	MEIR651102	20/09/93
Leyva Escamilla Nora Lucila	1,029.00	LEEN690220	27/09/93
Espinoza Herrera Arnulfo	844.06	EIHA791124	05/10/93
Martinez Flores Clemente	734.93	MAFC521123	19/10/93
Garza Sema Elpidio	735.00	GASE530111	19/10/93
Mata Martinez Antonio	594.65	MAMA470303	02/11/93
Herrera Varela Adrian	844.06	HEVA740526	09/11/93
Garcia De La Garza Juana V	1,029.00	GAGJ601227	18/01/94
Sauceda Garcia Leonardo	844.20	SAGL721206	24/01/94
Del Bosque Gutierrez Mirza Yesenia	1,085.00	BOAM751209	02/06/98
Guajardo Alejandro Reynol	1,802.85	GUAR580115	18/07/83
Espinoza Martinez Jesus Manuel	844.20	EIMJ650617	13/04/94
Olvera Bautista Oswaldo Gpe.	2,061.85	OEBO590311	04/05/94
TreviZo Garcia Olegario	844.06	TEGO660916	25/04/94
Rodriguez Cardenas Luis Gerardo	1,532.30	ROCL620928	29/04/94
Quijano Eguia Miguel Angel	1,786.05	QUEM630129	28/04/94
Flores Perez Rodolfo	1,235.15	FOPR680421	09/05/94
Hernandez Calderon Arturo	1,532.30	HECA450320	16/05/94
Tobias MuZiz Dario	844.20	TOMD471219	27/05/94
García Martinez Adolfo	1,532.30	GAMA670511	13/06/94
Rodriguez Ramos Esteban	1,532.30	RORE690807	16/06/94
Huerta Rodriguez Felix	1,786.05	HURF760623	21/06/94
Hernandez Villa Bonifacio	844.20	HEVB490514	20/06/94
Hernandez Gutierrez Jose Rito	1,532.30	HEGR760522	22/06/94
Ramirez Hernandez Pablo	1,532.30	RAHP530530	06/07/94
Sauceda Espinoza Jesus Manuel	1,029.00	SAEJ731102	04/07/94
PiZa Cazares Hector	844.06	PICH760201	20/07/94
Gutierrez Villarreal Guillermo	1,532.30	GUVG520305	21/07/94
Gonzalez Zamora Luis Manuel	1,875.65	GOZL611108	12/10/94
Galvan Martinez Genaro	844.20	GAMG760920	24/10/94
Lugo Hernandez Lino	1,786.05	LUHL590923	23/01/95
Martinez NuZez Hector Manuel	2,061.71	MANH740602	24/04/95
Hernandez Hernandez Francisco Jose	844.20	HEHF700215	09/05/95
Carmona Hernandez Luis Felipe	1,531.95	CAHL700912	04/05/95
TreviZo Fuentes Jesus Enrique	927.85	TEFJ650114	15/05/95
Gutierrez TreviZo Amador	594.65	GUTA631013	17/05/95
Gutierrez TreviZo Guadalupe	594.65	GUTG650411	17/05/95
Esquivel Suarez Manuel	1,876.35	EUSM590225	18/09/95
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Villarreal Ortiz Juan Gabriel	1,235.15	VIOJ720916	02/10/95
Candelaria Coronado Martin Ismael	1,876.35	CACM630702	09/10/95
Silva Bueno Roberto	844.20	SUBR690329	29/01/96
Galvan Rodriguez Fernando Fco.	1,029.00	GARF750417	22/03/96
Alvarez Monreal Juan Jose	1,532.23	AAMJ640805	26/04/96
Cisneros Espinoza Juan Mario	1,029.00	CIEJ711021	26/08/96
Carmona Hernandez Jorge	844.20	CAHJ760624	21/10/96
Torres Gamez Jaime Ramiro	886.20	TOGJ770917	31/10/96
Suarez Alvarado Marcelino	1,532.23	SUAM750703	
Garza Avila Arturo	•	GAAA680102	22/01/97
•	1,532.30 835.45	ROLU750918	29/01/97
Rodriguez Lopez Ulises Rene		-	14/04/97
ZuZiga Vazquez Miguel Angel	1,235.08	ZUVM780209	07/05/97
Mendoza Ruiz Sandra Nohemi	1,029.00	MERS741114	09/06/97
Villarreal Espinoza Maria Cristina	1,029.00	VIEC620618	01/07/97
Mata Rodriguez Sabino	844.06	MARS711130	04/08/97
Hernandez Mata Anastacio	734.93	HEMA650828	03/08/97
Hemandez Gutierrez Vicente	594.65	HEGV740719	25/09/97
De Leon Diaz Everardo	594.44	LEDE730928	30/09/9 7
Cisneros Espinoza Patricio Alfonso	844.20	CIEP671119	24/10/97
Carmona Hernandez Octavio Cesar	844.20	CAHO730201	10/11/97
Galvan Rodriguez Jose Alberto	844.06	GARA720304	12/11/97
Huerta Pecina Jesus	844.06	HUPJ750126	12/11/97
Rodriguez Mata Margarito	734.93	ROMM630606	12/11/97
Huerta Pecina Jaime	844.20	HUPJ791008	19/11/97
PiZa Cazares Gerardo	844.20	PICG770412	04/03/98
Gonzalez Arellano Edgar Alejandro	1,532.30	GOAE750113	24/03/98
Martinez Campos Jaime	844.20	MACJ681219	25/03/98
Galvan Guillen Everardo	424.90	GAGE790711	08/04/98
Garcia Pacheco Ramon	2,061.71	GAPR560925	15/04/98
Macareno Barajas Gregorio	1,876.35	MABG660220	15/04/98
Salas Parra Juana Esthela	1,375.85	SAPJ750124	11/06/98
Carrillo Cabrera Saul	594.65	CACS700503	10/06/98
ZuZiga Garcia Ismael	594.44	ZUGI761020	24/06/98
Coca Flores Eduardo	1,029.00	COFE750926	01/07/98
Garcia Pecina Raul Sergio	424.90	GAPR790121	11/02/98
Gutierrez Villarreal Everardo	844.20	GUVE710917	02/09/98
Jimenez TreviZo Anselmo	424.90	JITA800508	06/01/99
Segovia Olvera Norma Edith	1,029.00	SEON821121	27/01/99
Carmona Hernandez Enrique	1,029.00	CAHE690429	18/01/99
Ramirez Beltran Dante Alejandro	1,078.00	RABD630831	05/05/99
Luna Mendoza Sergio Alvarado Hernandez Claudia Janette	1,876.35	LUMS730428A	
	1,085.00	AAHC751011	07/06/99
Guajardo Garcia Tania Marlene	1,085.00	GUGT810423	23/08/99
Reyes Galvan Jose Francisco Suarez Alvarado Ascencion	844.20	REGF480148	01/09/99
Villarreal Ortiz Jorge Luis	424.90 844.20	SUAA801011 VIOL670721	11/10/99
v marear Orthe Jurge Luis	044.20	VIOL0/0/21	13/10/99
		1	1 JK 19 a.
			1) . J. K. W

PERSONAL POR HONORARIOS

	Name	Salary	RFC	Date of Hire
1	Guajardo Varela Manuel Gustavo	14.500.00	GUVM-620503-D81	1-Abr-99
2	Rosales Aguilera Efrain	36,360.00	ROAE-381214-2F8	1-Jun-96
3	Malacara Toral Jose Antonio	5,841.00	MATA-690104-KY8	15-Jun-96
4	Ledezma Alejandro	13,920.00	LEMA	1-Oct-97
5	Cortez Zamarripa Julio Cesar	4,250.00	COZJ-750330-1FA	1-Oct-98
6	Cortez Zamarripa Ricardo Alonso	4.250.00	COZR-771019	16-Ago-99
7	Martinez Huerta Miguel Angel	10,000.00	MAHM-700129-767	12-Abr-99
8	Granados Guzman Roberto	4,250.00	GAGR-820227-162	1-Nov-99
9	Aguavo Guajardo Esteban	17,700.00	AUGE-540108-A21	27-Ago-98
10	Reyes Victor Hugo Cantu	51,600.00	RECV-581222-AL8	18-Ago-97
11	Rodriguez Vazquez Miguel	11,000.00	ROVM-6208-13-MTA	18-Feb-99
12	Bravo Perez M. Virgilio	26,250.00	BAPV-380621-CS8	1-Jun-95
13	De Jesus Cruz Everardo	12.500.00	JECE-620701-QQ8	26-May-99
14	Ramos Cepeda Jose Gerardo	3,750.00	RACG-790403-L45	30-Jun-99
15	Pazos Espinoza Juilo Cesar	8.260.00	PAEJ-740803-ER1	13-Sep-99
16	Peganos Culebro Miguel Angel	7,000.00	PECM-730403-CA8	3-Mar-00
17	Talamas Talamas Ernesto Javier	25,000.00	TATE-530913	6-Dic-99
18	De La Garza De Leon Alma Nydia	8,500.00	GALA-731229-MF6	16-Feb-00
19	Segura Guadiana Jorge Luis	5,500.00	SEGJ-630304-329	1-Mar-00
20	Garcia Salvador	16,000.00	GAMS-630912-3QA	18-May-00
21	Lopez Ruiz Fernando	7,000.00	LORF751010-8C5	25-Abr-00
22	Ortiz Carreon Samuel	8,500.00	OICS-721224-1MA	16-Dic-99
23	Rodriguez Padilla Ruben	19, 830.00	ROPR-511216-RM4	01-Dic-93

CONTRATO DE TRABAJO

La Empresa: Residuos Industriales Multiquim, S.A., de C.V. representada por el Sr. Héctor Vargas Aguirre, a quien en lo sucesivo se le denominará el patrón, por una parte y por la otra el Sr. Juan Antonio Cuellar López a quien en adelante se denominará El Trabajador, hacemos constar que hemos convenido en celebrar el presente contrato individual de trabajo al tenor de las siquientes:

DECLARACIONES

PRIMERA: Declara el señor Héctor Vargas Aguirre, tener facultades para representar a Residuos Industriales Multiquim, S.A., de C.V., y que su mandante es una sociedad mexicana, constituida conforme a las leyes vigentes del país, con domicilio en Ave. Lázaro Cárdenas #2400 Pte. Edificio Losoles Despacho B21-A, Garza Garcia, N.L.

Declara el Sr. Juan Antonio Cuellar López de nacionalidad mexicana de 42 años de edad, de estado civil casado, y con clave del Registro Federal de Contribuyentes CULJ-540404 proporcionando como domicilio particular el ubicado, Aztlán 119, Colinas de San Angel, Monterrey, N.L., 64290 obligándose a comunicar por escrito a el patrón en caso de cambio del mismo.

TERCERA: Declaran las partes, que es su voluntad aceptar como condiciones del presente contrato lo relacionado en las siguientes:

CLAUSULAS

PRIMERA: El trabajador se obliga a prestar al Patrón sus servicios personales consistentes en: Director de Planeación y Desarrollo de Negocios para los que manifiesta poseer la capacidad, conocimientos, aptitudes y experiencia suficientes para desempeñarlos.

SEGUNDA: El trabajador se obliga a ejecutar su trabajo en Oficinas (Monterrey, N.L) y en cualquier lugar donde el Patrón desempeñe actividades, conviniendo en que para que opere el cambio de lugar de prestación de lo servicios mencionados medirá un acuerdo de ambas partes revisando aspectos laborales como Gastos de Traslado, Ayuda de Renta, Menaje de Casa y Transportación y otros inherentes, en la inteligencia de que, además, se obliga a prestar sus servições en trabajos complementarios que le encomiende el patrón.

...

TERCERA: El Patrón conforme con lo antes expuesto, acepta contratar los servicios personales del trabajador para el desempeño de las labores mencionadas.

Document 4-9

CUARTA: Este contrato se celebra por un tiempo indeterminado sin embargo el Patrón se obliga a asegurar un periodo mínimo de permanencia de 84 meses contando a partir de la fecha de su celebración; en la inteligencia de existir despido injustificado, incumplimiento por parte del Patrón, terminación de la relación laboral por alguna causa imputable a éste, o si ocurriese un cambio o modificación en la estructura accionaria o administrativa de El Patrón que al solo juicio de El Trabajador impida a este último continuar prestando sus servicios, el Trabajador tendrá derecho a dar por terminado este contrato sin su responsabilidad, y el Patrón concederá y pagará a El Trabajador, independientemente de las indemnizaciones y pagos a los que legalmente tiene derecho, una "Gratificación Especial" equivalente a 42 meses de su sueldo diano integrado (Salario Mensual vigente a la fecha de terminación + Bono + Prestaciones Ejecutivas y Generales). Esta "Gratificación Especial" será entregada a El Trabajador el último día hábil de trabajo en Residuos Industriales Multiquim, S.A. de C.V., contra la entrega respectiva del puesto a quien el Patrón designe.

QUINTA: El Trabajador en virtud de su puesto participará del Plan de Bonos que el Patrón tiene establecido para el personal del área de Comercialización, sin que esto represente un compromiso laboral, ya que para hacerse acreedor a éste, es necesario cumplir con las metas trazadas, dicho plan es revisable anualmente, conforme a las expectativas de la Empresa.

SEXTA: La duración de la jornada de trabajo será de 8 1/2 horas diarias y comprenderá de lunes a viernes de las 8.30 A.M. horas a las 13:30 P.M. y de las 15:00 P.M. horas a las 18:30 P.M. horas.

No obstante lo anterior, el trabajador otorga su consentimiento a el patrón, para que este pueda variar el horario de prestación de servicios cuando así lo estime pertinente para la mejor ejecución de los trabajos. El trabajador no está autorizado para laborar tiempo extraordinario, salvo que haya orden por escrito del Representante de el patrón, o en los casos previstos por el Art. 65 del Sódigo Laboral Citado. El trabajador disfrutará de descanso los días Sábado y Domingo de cada semana.

En los casos en que se establezcan jornadas continuas, el trabajador dispondrá de media hora para reposar o tomar sus alimentos, fuera del área de trabajo y sin estar bajo la subordinación del patrón.

OCTAVA: El patrón se compromete a pagar al trabajador por la prestación de los servicios a que se refiere este contrato, on salario de \$ 60,000 (Sesenta Mil Pesos) mensuales más cualesquier aumentos anuales correspondientes, dicho salario será revisado y aumentado mediante negociación, mismo que en ningún caso resultará en un salario inferior al establecido en esta Cláusula. El pago se hará en moneda nacional, los días 15 y 30 de cada Mes. en las oficinas de el patrón.

NOVENA: Ambas partes convienen en que la Capacitación y Adiestramiento a que se refiere el Capitulo III bis de la Ley Federal del Trabajo se proporcionarà conforme a los planes y programas que se elaboren y sean presentados y aprobados por la Secretaría del Trabajo y Previsión Social, siendo obligación del trabajador someterse a dichos planes y programas.

DECIMA: El trabajador está obligado a someterse a un reconocimiento médico para comprobar que no tiene incapacidad o que no padece enfermedad contagiosa o incurable, bien al tiempo de su ingreso o durante su trabajo al ser requerido por el patrón.

DECIMA PRIMERA: Para efectos de antigüedad, queda establecido que el trabajador Sr. Juan Antonio Cuellar López inicia a prestar sus servicios el día 01 del mes de Octubre del año de 1996.

Leido que fue el presente contrato por las partes e impuestas de su contenido. lo firman en la ciudad de San Pedro Garza García, N.L. el día 01 del mes Octubre de 1996 quedando un tanto del mismo en poder de cada una de las partes.

EL PATRON

Lic. Hector Kargas Aguirre

EL TRABAJADOR

Sr. Juan Antonio

TESTIGO

Lic. Rogelio Cantú P

CONTRATO

La Empresa: Residuos Industriales Multiquim, S.A., de C.V. representada por el Sr. Héctor Vargas Aguirre, a quien en lo sucesivo se le denominarà El Patron, por una parte y por la otra el Sr. Roberto Salazar Villarreal quien en adelante se denominará El Trabajador, hacemos constar que hemos convenido en celebrar el presente contrato individual de trabajo al tenor de las siguientes:

DECLARACIONES

PRIMERA: Declara el señor Héctor Vargas Aguirre, tener facultades para representar a Residuos Industriales Multiquim, S.A., de C.V., y que su mandante es una sociedad mexicana, constituida conforme a las leyes vigentes del país, con domicilio en Ave. Lázaro Cárdenas #2400 Pte. Edificio Losoles Despacho B21-A, Garza García, N.L.

SEGUNDA: Declara el señor Roberto Salazar Villarreal de nacionalidad Mexicana de 32 Años de edad, de estado civil casado, y con clave del Registro Federal de Contribuyentes SAVR-680508-K65 proporcionando como domicilio particular Calle del Halcón #2262, Colonia Cumbres 2° Sector C.P. 64610, obligándose a comunicar por escrito a El Patrón en caso de cambio del mismo.

TERCERA: Declaran las partes, que es su voluntad aceptar como condiciones del presente contrato lo relacionado en las siguientes:

CLAUSULAS

PRIMERA: El Trabajador se obliga a prestar al Patrón sus servicios personales consistentes en: DIRECTOR DE ADMINISTRACION Y FINANZAS para los que manifiesta poseer la capacidad, conocimientos, aptitudes y experiencia suficientes para desempeñarlos.

SEGUNDA: El Trabajador se obliga a ejecutar su trabajo en Las Oficinas Corporativas localizadas en el Domicilio Antes Mencionado y en cualquier lugar donde El Patrón desempeñe actividades, conviniendo en que para que opere el cambio de lugar de prestación de los servicios mencionados medira un acuerdo de ambas partes revisando aspectos laborales como: Gastos de traslado, ayuda de renta, menaje de casa y transpertación y otros inherentes, en la inteligencia de que, además, se obliga a prestar sus servicios en trabajos complementarios que le encomiende El Patrón.

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CUARTA: Este contrato se celebra por un tiempo Indeterminado, sin embargo, El Patrón se obliga a asegurar un periodo mínimo de permanencia de 24 Meses contados a partir de la fecha de su celebración; en la inteligencia de existir despido injustificado, incumplimiento por parte del Patrón, terminación de la relación laboral por alguna causa imputable a éste, el Trabajador tendrá derecho a dar por terminado éste Contrato sin su responsabilidad, y el Patrón concederá y pagará al Trabajador, independientemente de las indemnizaciones y pago a los que legalmente tiene derecho, una "Gratificación Especial" equivalente a 6 (Seis) Meses de su Sueldo Diario Integrado (Salario Mensual Vigente a la fecha de Terminación + Bono + Prestaciones Ejecutivas y Generales). Esta "Gratificación Especial" será entregada al Trabajador el último día hábil de Trabajo en Residuos Industriales Multiquim, S.A. de C.V. contra la entrega satisfactoria del puesto a quien el Patrón designe.

QUINTA: El Trabajador en virtud de su puesto participará del Plan de Bonos que el Patrón tiene establecido para el Personal Ejecutivo, sin que esto represente un compromiso laboral, ya que para hacerse acreedor a éste, es necesario cumplir con las metas trazadas, dicho plan es revisable anualmente, conforme a las expectativas de la Empresa.

SEXTA. La duración de la jornada de trabajo será de 8 ½ horas diarias y comprenderá de Lunes a Viernes de las 08:30 hrs. a las 13:30 hrs. y de las 15:00 hrs. a las 18:30 hrs. No obstante lo anterior, El Trabajador otorga su consentimiento a El Patrón, para que éste pueda variar el horario de prestación de servicios cuando así lo estime pertinente para la mejor ejecución de los trabajos. El Trabajador no está autorizado para laborar tiempo extraordinario, salvo que haya orden por escrito del Representante de El Patrón, o en los casos previstos por el art. 65 del Código Laboral Citado. El Trabajador disfrutará de descanso los días Sábados y Domingos de cada Semana.

SEPTIMA: En los casos en que se establezcan jornadas continuas, El Trabajador dispondrá de media hora para reposar o tomar sus alimentos, fuera del área de trabajo y sin estar bajo la subordinación de El Patrón.

OCTAVA: El Patrón se compromete a pagar a El Trabajador por la prestación de los servicios a que se refiere este contrato, un salario de \$ 83,000.00 Mensuales (Ochenta y tres mil pesos 00/100 Moneda Nacional), más cualesquier aumentos anuales correspondientes, dicho salario será revisado y

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aumentado mediante negociación, mismo que en ningún caso resultará en un salario inferior al establecido en ésta Cláusula

El pago se hará en Moneda Nacional los días 15 y 30 de cada mes, en las oficinas de El Patrón.

NOVENA: Ambas partes convienen en que la Capacitación y Adiestramiento a que se refiere el Capítulo III bis de la Ley Federal del Trabajo se proporcionará conforme a los planes y programas que se elaboren y sean presentados y aprobados por la Secretaria del Trabajo y Previsión Social, siendo obligación de El Trabajador someterse a dichos planes y programas.

DÉCIMA: El Trabajador está obligado a someterse a un reconocimiento médico para comprobar que no tiene incapacidad o que no padece enfermedad contagiosa o incurable, bien al tiempo de su ingreso o durante su trabajo al ser requerido por El Patrón.

DÉCIMA PRIMERA: Para efectos de antigüedad, queda establecido que El Trabajador Sr. Roberto Salazar Villarreal inicia a prestar sus servicios el día 16 del mes de AGOSTO del año 2000.

Leido que fue el presente contrato por las partes e impuestas de su contenido, lo firman en la ciudad de GARZA GARCIA, NUEVO LEON, el dia 16 del mes AGOSTO del año 2000 quedando un tanto del mismo en poder de cada una de las partes.

EL PAT

Sr. Héctor Varges

. De M

EL TRABAJADOR

TESTIGOS

Section 2.19 Contracts

- (a) Detailed List of Labor agreements included within Section 2.18 (b).
- (b) Detailed List included within Section 2.18 (b) and (c).
- (c) Following is the List of Union Agreements.
- (d) Enclosed is a List of Suppliers that invoice more than USDS25,000.00 annually, List of Contracts for the sale of services by the Company which exceed \$US100,000.00 is included within Section 2.11 (b).
- (e) Following is the List of Powers of Attorney.
- (f) See attached list.
- (g) No exceptions other than those provided in Company's By-laws and Stock Purchase Agreement by and between CWMI and The Vargas Family as of January 21, 1994.
- (h) Detailed List included within Section 2.10.
- (i) List of Business Collaboration Agreements enclosed as 2.19 (i).
- (j) See attached list.
- (k) List included in Section 2.14(n).
- (1) Guaranties detailed see attached list.
- (m) No exceptions other than those described in Section 2.17.
- (n) No exceptions, other than as disclosed elsewhere in this Disclosure Schedule.
- (o) No Exceptions.
- (p) No Exceptions.

Section 2.18(c) Fringe Benefits

GENERAL BENEFITS	(EMPLOYEES)		PESOS		1
				<u> </u>	!
SUPERMARKET COUPONS			S 900.00	MONTHLY	<u> </u>
SAVINGS FUND			S 650.00	IMONTHLY	<u> </u>
i	1			!	T_
CHRISTMAS BONUS			II MONTH'S	SALARY	
UNIFORM (SECRETARIES)			ITHIUCT A M	A.D.	<u> </u>
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VACATIONS	! !		9 DAYS	1 & 2 YEAR	!
<u> </u>			ACCORDING		
			ITO LAW	AFTER 3RD	YEAR
LOANS			IIP TO 2 MO	NTHS SALA	l RV
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GENERAL BENEFITS	(UNION LABOR)				
CURERY A RIVET COURONS					<u> </u>
SUPERMARKET COUPONS			S 900.00	MONTHLY	
SAVINGS FUND		i	S 200.00	MONTHLY	<u>' </u>
CHRISTMAS BONUS			II MONTH'S	SALARY	!
TRANSPORTATION			IEDEE TO AN	D FROM LA	NOEE 1
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MEALS .			FREE TO WO	ORKERS	<u> </u>
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VACATIONS			9 DAYS	1 & 2 YEAR	
			ACCORDING		
·			ITO LAW	AFTER 3RD	YEAR
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ATTENDANCE AWARD		:		SUPERMAR COUPONS	
			i	1	1410141111
ATTENDANCE AWARD			ISUPERMAR	KET COUPO	
			[ANNUAL
LOANS			\$10.000.00	<u> </u>	
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DEATH INSURANCE			12 MONTH S	ALARY	
SONS SCHOLARSHIPS	- 		 10 BEST AV	EDAGES	
Jen			IN BEST WA	LICTUES	
EXECUTIVE BENEFITS	(DIRECTORS & MAN	(ACERC)	<u> </u>		<u> </u>
TALCOTT BLITEFIES	(DIRECTORS & MAN	- T	<u> </u>		<u> </u>
CAR			<u> </u>		
DIRECTOR		MEDIUM SIZE	<u> </u>	CHANGE EV	ERY
MANAGER		COMPACT		4 YEARS	
		\ \ \	1		1

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S 1.000.000IUSD	<u> </u>
S 700,000IUSD	!
112 MONTH SALARY	<u>i</u>
IZ MONTH SALAKI	
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	\$ 1.000,000 USD

Section 2.19 (c)

COLLECTIVE BARGAINING AGREEMENTS

LOCATION	UNION'S NAME	UNION FEDERATION	TERMINATION DATE
Landfill Mina	Sindicato Unico Industrial de Obreros y Obreras de N.L.	CROC	February 2000
Corporate Offices	Sindicato Unico Industrial de Obreros y Obreras de N.L.	CROC	October 2000
Villahermosa, Tabasco	Sindicato de Obreros de la Industria en Gral., Distribuidoras, Maquiladoras, Similares y Conexos del Edo. De Tabasco	CROM	Indefinite
Tijuana B.C.	Sindicato de Obreros, Industriales y Empleados de Comercio "5 de Febrero"	CROM	Indefinite
Guadalajara, Jalisco	Sindicato Nacional de Trabajadores, Empleados y Agentes de Ventas en centros Comerciales, Bodegas, Similares y Conexos	CROC	Indefinite
Leon, Guanajuato And Silao	Sindicato de Empleados Agentes vendedores, propagandistas, repartidores y cobradores de oficinas particulares, Industria, Comerico y similares de la Republica Mexicana	СОМ	May 2000



Section 2.19 (d) Supplies in Excess of \$25,000 USD Annual

VENDOR

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ANNUAL AVERAGE PURCHASES

GSE Lining Technology	Supplier for Cell Membrane Rolls	\$400,000
Grupo Calider	Raw Material for Production Process	2800,000
Gerardo Canti Saenz	Diesel supplier	\$450,000
Prisciliano F. Villarreal	Gasoline supplier	\$120,000
Maquinaria Diesel S.A. de C.V.	Spare parts for Heavy Equipment	\$450,000
Matilde Guadalupe Guerra	Mina Landfill Caterer	\$165,000
Gas Ideal	Natural Gas supplier	\$ 95,000
United Rentals	Heavy Equipment Leasing	\$150,000
Maquinaria Intercontinetal del N	te. Heavy Equipment Leasing	2 85,000

RIMSA has no commitment nor written contracts with any of the aforementioned suppliers. No supply fixed quotas or specific terms that bind the Company.

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Section 2.19(c)

Attornery(s) In-fact	Type of Power	Grantor	Date Granted	Instrument	t.imitations
lector Villareal Wiemann y Julio C. Rocha	B, (F)	Shareholders meeting	Oct 25, 96	46,397	(B) Excecution of Commercial Contracts
Hector Vargas Garza, Hector Vargas Aguirre, Gabriel Villaschor Ruiz, Carlos Rodríguez Samano and Julio Cesar Rocha	A, B, C(F), D (F), G	Huard of Directors	Jan 07, 97	17,381	(C) Execcution of negatiable instruments shall be jointly exercised by two attorneys in-fact and if amount greater than USD\$1,000,000 four attorneys signature is requested. (13) Special power of attorney for acts of ownership shall be exercised by two
Armando Moreno Cervantes	A (F), II, G	Hector Vargas Aguirre	Feb 13, 97	17,574	(A.) Lawsuits and collections and Acts of Lahre management and authority to delegate
Alfonso Gerardo Moreno Cervantes	A (F), II	Hector Vargas Aguirre	Mar 29, 97	17,722	(A.) Lawsuits and collections and Acts of Labor management and authority not delegate
luan Antonio Cuellar Lopez	A, B, C (F), H, G	Hector Vargas Aguirre	May 06, 97	17,727	(C) Exceeding of negotiable instruments shall be jointly excercised by two attorneys in-fact and if amount greater than USI)\$1,000,000 four attorneys signature is requested. (F) Special power of attorney for acts of ownership shall be excercised by two
Rogelio Centu Percz	A (F), II,	Hector Vargos Aguirre	May 13, 97	17,737	(A.) Lawsuits and collections and Acts of Labor management
lose Luis Torres Cerda	A (F), B, H	Hector Varges Aguirre	Aug 28, 97	17,951	(A.) Lawsuits and collections and Acts of Labor management mexican southest zone extusively.
Sergio Sanchez Rodriguez	A, B (C), E, G	Hector Vargas Aguirre	lich 27, 98	18,354	(It) Excecution of Commercial Contracts
Enrique Alvarado Ramirez	A, B (F)	Hector Varges Aguirre	Jan 27, 98	18,356	(f3) Excecution of Commercial Contracts in the zone designe exclusively
Alfredo Contreras Cavazos	A (F), B	Hector Vargas Aguirre	Jan 27, 98	18,357	(A.) Environmental and logistic and transportation activities exclusively
urge Ernesto Mendoza Godinez	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,359	
Salomon Rojas Peña	A (F), B, G	Hector Vargas Aguirre	Jan 27, 98	18,360	(A.) Environmental activities in Mexico
Miguel Angel Araoz Paliño	A (F), P, G	Hector Vargas Aguirre	Jan 27, 98	18,363	(A.) Invironmental activities in Mexico
Dilberto Walls Boone	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,366	

Valeriano Ciarefa Perez	A (F), B, G	Hector Vargas Aguirre	Jan 27, 98	18,367	(A.) Environmental and logistic and transportation activities exclusively
(icrardo Lopez de la Rosa	A (F), B	Hector Vargas Aguirre	Jan 27, 98	18,371	(A.) Purchasing and suppling activities
Jose Ilduardo Villareal Guerra	A (F), D, G	Hector Vargas Aguirre	Jun 27, 98	18,372	(A.) receivables, nates receivables, doubtful receivables activities
Alberto Cuervo Perez	A (F), B, G	Hector Vargas Aguirre	Jun 27, 98	18,17,1	(A.) receivables, nates receivables, duabilul receivables, credit and payment activities
Hector Rene Lopez Dino	A, B (F), G	Hector Vargns Aguirre	Jan 27, 9B	18,374	(B) Excecution of Commercial Contracts
Javier Emesto Rodríguez Luna	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,375	
Victor Hugo Reyes Cantu	A, fl (F), G	flector Vargas Aguirre	Jan 27, 98	18,377	(II) Excecution of Commercial Contracts
Humberto Trejo Medina	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,380	
Candelario Flores Barcenas	A (F), B, G	Hector Vargas Aguirre	Jan 27, 98	18,381	(A) Authorities tax burden activities (SIICP)
Dagoberta Treviño Rodríguez	A, B (F), G	Hector Vargas Aguirre	Jan 27, 98	18,382	(B) Excecution of operating Contracts
Hugn Siller de la Fuente	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,383	
(Jalo Guerrero Martinez	A, B (F), G	Hector Vargas Aguirre	Jan 27, 98	18,384	(B) Excecution of Commercial Contracts
Lorena Gonzalez Peña	A, B (F), G	Hector Vargas Aguirre	Jan 27, 98	18,386	(A.) Labor authority in the exclusively
Liliana Flores Castro	A, B, G	flector Vargas Aguirre	Jnn 27, 98	18,387	
Jesus Armando Darajas Torres	A, B (F), E, G	Hector Varges Agnirre	Feb 10, 98	18,405	(B) Excecution of Commercial Contracts
Sonia L. Gonzalez Rodriguez	A, B, G	Hector Vargas Aguirre	Fcb 10, 98	18,406	
Ivelle De la Lama Cisneros	A, B, E	Hector Vargas Aguirre	Fch 10, 98	18,407	
Maria de Lourdes Escoto Gomez	A, B	Hector Vargas Aguirre	Feb 10, 98	18,408	
Jesus Antonio Villa Bejarano	A, B (F)	Hector Vargas Aguirre	Feb 10, 98	18,410	(B) Excecution of Commercial Contracts
Gerardo Vazquez Falcon	A, (F) B, G	Hector Vargas Aguirre	Feb 10, 98	18,412	(A.) Environmental activities in Tijuana zone exclusively

CGEA0040856

Mario Alberto Montaño	A, B, E	Hector Vargas Aguirre	Sep 29, 98	10,707	
Victor Prieto Olguin	A, B (F), G	Hector Vargas Againe	Jan 19, 99	19,.127	(B) Execution of Commercial Contracts
ose Juan Cionzalez Alvarez	B (F)	Hector Vargas Agairre	May 10, 99	19,637	(II) Excecution of Commercial Contracts
loherto Cantu Flores	A, B (F), G	Hector Vargas Aguirre	Mny 26, 99	19,673	(B) Excecution of Commercial Contracts
uis Martin Espinosa Clutierrez	B (F)	Heutor Vargas Aguirre	May 26, 99	19,674	(B) Excecution of Commercial Contracts
Leopoldo Carvantes Leon	A, B (F), E	Hechw Vargas Aguirre	Dec 21, 98	19,271	(B) Execution of Commercial Contracts in Fijuana Zone exclusively
lector Vargas Aguirre	A, B, C, D, G, H	Board of Directors	Feb 08, 00	2,381	
uan Antonio Cuellar Lopez	A, B, C, D, G, H	Board of Directors	Feb 08, 00	2,381	
Roberto Salazar Villareni	A, B, C, D, G, H	Heard of Directors	Feb 08, 00	2,381	
Candelorio Flores Barcenas	A, B, G, H	Juan Antonio Cuellar Lopez	Mar 29, 00	2,534	
Mejandro Sanchez Franco	A, B, G, H	Juan Antonio Cuellar Lopez	Mar 29, 00	2,535	

- A.- Lawsuits and collections
- B.- Acts of Administration
- C. Execution of Negotiable Instruments
- D.- Acts of Ownership (Domain)
- E.- Special
- P.- Limited
- C.- Authority to Delegate
- II.- Acts of Labor management

Section 2.19(f)

FACILITIES & ADMINISTRATIVE OFFICES LEASES

LESSOR	LOCATION	ADDRESS	ACTIVITY	DATE OF CONTRACT	MONTHLY RENT Mex Cy
Humberto Agullar Arias	Guadalajara, Jalisco	Av. V Llañez 2551, 2nd floor, Guadalajara, Jalisco	Administrative & Sales Office	Jan 01, 98	\$6,000.00
Carmen Lastra Mravko		Via 2, Plaza Tabasco 2000, Local rooms 201 / 202, Villahermosa, Tabasco	Administrative & Sales Office	Jul 21, 97	\$6,600.00
Transquimica Nacional, S.A. de C.V.		Plece of land and facilities at the East part of Roberto Ayala de VIIIa Colony, Cholaipa Tabasco	Transfer Station	Sep 04, 97	\$17,500.00
Maria Teresa Montaño Castrejo	Villahermosa, Tabasco	3rd Street, House 33, Giralda Colony, Tabasco 2000	House for	Mar 06, 00	\$7,780.00
Consuelo V. Esquivel izquierdo	Villahermosa, Tabasco	4th Street, House 208, Villa Los Arcos Colony	House for	Oct 01, 99	\$4,444.44
State of Tabasco Government	Villahermosa, Tabasco	Anacleto Canabal Ranch (no number) Center Tabasco Municipality	CIMARI-VILLAHERMOSA (Tabasco Center)	Feb 01, 99	\$40,000.00
Inmobiliaria Cromo, S.A. de C.V.	San Pedro Garza Garcia Nuevo Leon	Av. Lazaro Cardenas 2400 West, Losoles Building, Nuevo leon	Corporate Offices (2nd floor)	Jan 01, 99	\$85,000.00
inmobiliaria San Aguslin, S.A. de C.V.	San Pedro Garza Garda Nuevo Leon	Av. Lazaro Cardenas 2400 West, Losoles Building, Nuevo leon	Corporate Offices (Ground Floor)	Mar 01, 99	\$20,921.95
Hector Vargas Garza	San Pedro Garza Garcia Nuevo Leon	Av. Lazaro Cardenas 2400 West, Losoles Building, Nuevo leon	Wharehouse (documents & equipment)	Jan 01, 99	\$5,140.00
Hector Vargas Garza	San Pedro Garza Garcia Nuevo Leon	Av. Lazaro Cardenas 2400 West, Losoles Building, Nuevo leon	Wharehouse (documents & equipment)	Jan 01, 99	\$3,660.00
Domingo A. Garza Elizondo	Monterrey, Nuevo León	Calzada San Bernabe 123, Valle Morelos, Monterrey, Nuevo leon	Temporary Transfer Station (offices and storage area)	Sep 25, 99	\$4,800.00
Manuel Marquez Jimenez	Leon, Guanajuato	Road to San Jose de Garcia (no number) Silao-Romita highway	CIMARI - LEON	Nov 01, 98	\$24,000.00
Inmobiliaria Guerrero del Bajlio, S.A. de C.V.	Leon, Guanajuato	Plan de San Luis 101, Coecilio Colony, Leon Guanajuato	Administrative & Sales Office	Jan 01, 00	\$6,700.00
Mayra A. Ramirez Ramirez	Reynosa, Tamaulipas	Margarita 414 (interior), Fernando Gomez Colony, Reynosa, Tamaulipas	Administrative & Sales Office	Oct 01, 99	\$6,000.00

LESSOR	LOCATION	ADDRESS	ACTIVITY	DATE OF CONTRACT	MONTHLY RENT Mex Cy
Rebece Herrera Melero	Cd, Juarez, Chihuahua	Miguel Servel 1307, Los Olmos, Cd. Juarez, Chihuahua	Administrative & Sales Office	Jan 01, 98	USD\$550.0
Eduardo Xacur Jorge	Mexico City	Bosque de Durazno 65-207, Bosques de Las Lomas, Mexico, D.F.	Administrative & Sales Office	Jun 01, 00	\$30,000.00
Jose A. Rodriguez Muñiz	Mexico City	Bosque de Durazno 65-207, Bosques de Las Lomas, Mexico, D.F.	Furniture and equipment	Jun 01, 00	\$44,072.00
Consuelo Calderon de Nuño	Mexico City	Haclenda de Campo Bravo 60, Fraccionamiento de Las Palmas, Hulxquillucan, State of Mexico	House for	May 15, 00	\$18,000.00
Gary Fire & Salety, Inc.	El Paso, Texas	400 Inglewood Drive, El Paso Texas	Wharehouse and Transfer Station	Jan 01, 99	USD\$1,000.
Leopoldo Olais Avalos	Nogeles, Sonora	Doctor Martinez Ochoa 2-B, Nogales, Sonora	Wharehouse and Transfer Station	Dec 15, 99	USD\$1,970.
Rodollo Nelson Culebro	Mexicali, Baja California	Km. 5.5 Benito Juarez Bivd and Calemaco Street, Building A. Ex-Elido Coahulla, Mexicali, Beja California	Administrative & Sales Office	Mar 23, 00	USD\$390,0

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Section 2.19(f)

RIMSA

List of Leased Equipment

Amount	Equipment	Lessor	Date	Location	Unitary cost	Currency	Measure Unit	Use
1	Xerox copier machine model 221	XEROX	Mar-98	Corporate Office	500.00	Dlls	Month	day to day copies
3	Fax Xerox 645	XEROX	Jul-99	Corporate Office	90.00	Dils	Month	day to day communic
1	Loader Case	Maquinter	Nov-99	Mina	7,090	Dlls	Month	
2	Mitsubishi Forklift	Tractopartes y equipos	Apr-00	Mina	1,900	Dils	Month	Distribution Center
2	Caterpilar Excavator 330	Madisa	Apr-00	Mina	8,000	Dlls	Month	Treatment Area
1	Xerox copier machine model 222	XEROX	Dec-98	Mina	500.00	Dlls	Month	day to day copies
1	Xerox copier machine model	XEROX	Mar-00	Mina	99.00	Dlls	Month	day to day copies
9	Retroexcavator J.D. 310	U.S. Rental	Nov-99	Reynosa	1,800	Dils	Month	Drilling cuts operation
7	Retroexcavator Caterpilar 416	Madisa	Feb-99	Reynosa	1,800	Dlls	Month	Drilling cuts operation
6	Retroexcavator Case 580	Ramiro Garza	Mar-98	Reynosa	31,500	Pesos	Month	Drilling cuts operation
2	Retroexcavator Case 580	Maquinter	Jun-00	Reynosa	1,800	Dils	Month	Drilling cuts operation
- 7 -	Mobile Homes	Habbitat	Jan-00	Reynosa	5,000	Pesos	Month	Resting area for open
3	Mobile Homes	American Homes	Jan-98	Reynosa	2,672	Pesos	Month	Resting area for oper
3	Mobile Homes	American Homes	Jan-98	Reynosa	5,680	Pesos	Month	Resting area for oper
1	Mobile Homes	American Homes	Jan-98	Peña Blanca	3,250	Pesos	Month	Resting area for oper
2	Mobile Homes	American Homes	Jan-98	Veracruz	3,741	Pesos	Month	Resling area for oper
1	Mobile Homes	American Homes	Jan-98	Veracruz	4,306	Pesos	Month	Resling area for oper
1	Pipe 11,000 lls.	Lourdes E. Herrera P.	Oct-99	Villahermosa	17,000	Pesos	Month	
1	Excavator Jumbo 235 Caterpilar	Lorena Quevedo	Nov-99	Villahermosa	38,000	Pesos	Month	Drilling cuts movemen

Amount	Equipment	Lessor	Date	Location	Unitary cost	Currency	Measure Unit	Use
1	Excavator Jumbo	Lorena Quevedo	Nov-99	Villahermosa	48,000	Pesos	Month	Drilling cuts movemer
1	Excavator Jumbo 315 Cat.	Lorena Quevedo	Nov-99	Villahermosa	48,000	Pesos	Month	Drilling cuts movemen
1	Front Loader 535 JVC	Ameco	Sep-99	Villahermosa	. 29,000	Pesos	Month	Drilling cuts movemer
1	Front Loader 245 Oruga	Gruas Velazquez	Sep-99	Villahermosa	29,000	Pesos	Month	Solid waste (non hazardous) landfill
1	Crane 35 Tons.	Ameco	Oct-99	Villahermosa	55,000	Pesos	Month	courlyard manouvers
1	Crane 65 Tons.	Grusol	May-00	Villahermosa	65,000	Pesos	Month	container manouvers
1	Tank 60 M3	Grusol	May-00	Villahermosa	9,000	Pesos	Month	Collection of pre-treat liquids
1	Truck 7 M3	RR Design	Apr-00	Villahermosa	50,000	Pesos	Month	treated materials remo
1	Retroexcavator JD 310 E	U.S. Rental	May-00	Villahermosa	35,000	Pesos	Month	Unloading area
1	Retroexcavator JD 310 E	U.S. Rental	May-00	Villahermosa	35,000	Pesos	Month	Bethlehem equipment
1	Soldering Plant Miller	Grusol	Jun-00	Villahermosa	6,000	Pesos	Month	Maintenance of Them Treatment Plant
1	Soldering Plant Lincoln	Grusol	Jun-00	Villahermosa	6,000	Pesos	Month	Maintenance of Them Treatment Plant
2	Generator 385 KVA	Jorge Jimenez Guzman	Mar-00	Villahermosa	37,500	Pesos	Month	Energy for Bethlehen equipment
1	Air Compressor 200 PCM	Compres del Sureste	Mar-00	Villahermosa	13,000	Pesos	Month	Ships cleaning
6	Tank de 20 M3	Cla. Perforadora Méx.	Apr-00	Villahermosa	300	Dils	Month	On Site pretreatment
1	Suction Ditch	Cla. Perforadora Méx.	Apr-00	Villahermosa	1,650	Dils	Month	Cuts pretreatment
2	Auxiliary Ditches	Cla. Perforadora Méx.	Apr-00	Villahermosa	1,125	Dlls	Month	Cuts pretreatment
1	Roll Off Truck	Transquimica Nacional	Jun-00	Villahermosa	55,000	Pesos	Month	Removal of treated materials
1	Camper house (small)	IPA	Sep-99	Villahermosa	3,400	Pesos	Month	Dos Bocas Office
1	Camper house (small)	Gruas Velazquez	Sep-99	Villahermosa	7,000	Pesos	Month	Pozos Tierra Office
5	Camper house (small)	American Homes	Sep-99	Villahermosa	2,800	Pesos	Month	Pozos Tierra Office
2	Camper house (medium)	American Homes	Sep-99	Villahermosa .	5,023	Dlls	Month	Bethlehem Office
3	Camper house (big)	American Homes	Sep-99	Villahermosa	10,094	Dils	Month	General Office CIMAF
1	Automobile V.W. Pointer	P. Rodriguez Vidal.	Sep-99	Villahermosa	8,000	Pesos	Month	Traffic
1	Pick-up Truck 3.5 Tons.	U.S. Rental	Sep-99	Villahermosa-	15,400	Pesos	Month	sanitary maintenance
4	Transport screws	IPA	Apr-00	Viljahermosa	2,250	Dlis	Month	Bethlehern equipment

Amount	Equipment	Lessor	Date	Location	Unitary cost	Currency	Measure Unit	Use
1	Indirect Thermal Equipment	On Site	Mar-00	Villahermosa	60	Dils	Tons	Culs Thermal Trealm
9	Transport screws	Brandt	Sep-99	Villahermosa	2,280	Dils	Month	Cuts manouvers at we
1	Centrifugates Train	Swaco	Apr-00	Villahermosa	16	Dils	Tons	Culs pretreatment
1	Pretreatment Thermal Equipment	Bethlehem	Mar-00	Villahermosa	60,000	Olls	Month	Culs pretreatment
1	Centrifugate SC-4	Brandt	Sep-99	Villahermosa	6,600	Dils	Month	Cuts pretreatment
1	Centrifugate HS3400	Brandt	Sep-99	Villahermosa	6,750	Dlls	Month	Cuts pretrealment
	Tornado Dryer with Screws	Brandt	Sep-99	Villahermosa	19,244	Dlis	Month	Culs pretreatment
1	Centrifugate Tricanter with Pump	Brandt	Sep-99	Villahermosa	13,500	Dils	Month	Culs pretreatment
3	3 x 4 Pumps	Brandt	Sep-99	Villahermosa	1,200	Dils	Month	Cuts pretreatment
1	Pumps for Chemicals	Brandt	Sep-99	Villahermosa	1,800	Dlls	Month	Culs pretreatment
1	Australian Tank	Brandt	Sep-99	Villahermosa	1,050	Dlls	Month	Cuts pretreatment
9	Tank of 37 Lbs. with agitators	Brandt	Sep-99	Villahermosa	840	Dlls	Month	Cuts pretreatment
2	Transport screws	Brandt	Sep-99	Villahermosa	2,280	Dils	Month	Cuts pretreatment
7	Transport screws	Brandt	Sep-99	Villahermosa	2,280	Dis	Month	Screws for Sea & Lan
1	Centrifugate SC-4	Brandt	Sep-99	Villahermosa	no charge	Dils	Month	Cuts pretreatment
1	Pump 3 x 4	Brandt	Sep-99	Villahermosa	no charge	Dlis	Month	Culs pretreatment
1	Australian Tank	Brandt	Sep-99	Villahermosa	по charge	Dlls	Month	Cuts pretreatment
1	Tanks of 37 Bbls.	Brandt	Sep-99	Villahermosa	no charge	Dlis	Month	Cuts pretreatment
1	Air Compressor of 5 HP	Brandt	Sep-99	Villahermosa	no charge	Dis	Month	Cuts pretreatment
1	Xerox Copier model 520	Concesionario XEROX	Jan-00	Villahermosa	690.00	Dils	Month	day to day copies
1	Xerox Copier model 520	Concesionario XEROX	Jan-00	CIMARI Villahermosa	690.00	Dils	Month	day to day copies
1	Xerox Copier model 1215	XEROX	Jan-99	León	99.00	Dlis	Month	day to day copies
1	Xerox Copier model XD120	Concesionario XEROX	Jun-00	Silao	240.00	Dila	Month	day to day coples
1	Fax Xerox 645	XEROX	Mar-00	Tijuana	90.00	Dlls	Month	day to day communic
	Xerox Copier model 5828	Concesionario XEROX	Sep-98	Tijuana	190.00	Dils	Month	day to day copies
1	Xerox Copier model 5818	Concesionario XEROX	Sep-98	Tijuana	110.00	Dils	Month	day to day copies

TOTAL TO INC. TO THE WAY OF THE STATE OF THE

Section 2.19 (i)

LIST OF ALL AGREEMENTS INVOLVING THE COMPANY IN A PARTNERSHIP, JOINT VENTURE OR BUSINESS COLLABORATION

ENTITY	TYPE OF CONTRACT	DATE
Mardupol, S.A. de C.V.	Business Collaboration	August 13, 1997
Dermet, S.A. de C.V. (formerly Provequim, S.A. de C.V.)	Business Collaboration	October 17, 1998

Section 2.19(k)

DETAIL OF BONDS

BONDS GRANTED BY MONTERREY AETNA

POLICY	AMOUNT IN	AMOUNT IN	TERM
No.	US DOLLARS	PESOS	
FN 131835		84,950.00	11-03-97 A 10-03-98
FN155609			26-09-97 A 25-09-98
TOTAL 1997		884,950,00	
FN160465		250,000,00	29-11-98 A 28-11-00
			20-01-98 A 19-01-00
FN163168 FN194080			26-11-98 A 9-12-99
FN195432			28-12-98 A 27-12-99
		4.624.443.82	
TOTAL 1998		the second name of the second na	01-06-99 A 07-07-00
FN169061			2-01-99 A 1-01-00
FN197677			4-02-99 A 3-02-00
FN251542			4-02-99 A 3-02-00
FN251543			28-02-99 A 3-02-00 28-02-99 A 27-02-00
FN255571			9-03-99 A 8-03-00
FN261266			25-03-99 A 24-03-00
FN262274			16-04-99 A 15-04-00
FN263119		180,043.82	17-05-99 A 15-07-00
FN264502			17-05-99 A 5-06-00
FN234524			21-05-99 A 14-06-00
FN265567			10-05-99 A 09-05-00
FN265577		211 423 60	28-05-99 A 27-05-00
FN265587			10-05-99 A 09-05-00
FN274399		3,329,718.36	122-06-99 A 21-06-00
FN275534			24-06-99 A 23-06-00
FN275553			26-7-99 A 9-11-00
277509- 277510			105-08-99 A 14/09/00
FN278533		30 172 59	810-08-99 A 08/08/00
FN278554			805-08-99 A 31/12/01
FN278605-FN278606			5 05-08-99 A 31/12/01
FN278607-278608			505-08-99 A 31/12/2001
FN278609			0 06-08-99 A 31/12/01
FN278611			413-08-99 A 12-08-00
FN278617			0 13-08-99 A 12-08-00
FN279449			6 24-08-99 A 10-12-00
FN279709	<u> </u>		8 25-08-99 A 24-08-00
FN279711			0 25-08-99 A 24-08-00
FN279712	 		8 25-08-99 A 24-08-00
FN279716	 		4 25-08-99 A 24-08-00
FN279728	 	250,000.0	009-09-99 A 08-09-00
FN280132	 		0 08-09-99 A 08-09-00
FN295262			0)10/09/99 A 10-12-00
FN295263	}		6(21-09-99 A 20-09-00
FN295517	 		0 29-09-99 A 28-09-00
FN295537 FN295998	 		0 23-09-99 A 22-09-00
	 		0 23-09-99-A 22-09-00
FN295999	 		7[24-09/99 A 23-09-00
FN296008	<u> </u>	130,774,3	· · · · · · · · · · · · · · · · · · ·

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POLICY	AMOUNT IN	AMOUNT IN	TERM
No.	US DOLLARS	PESOS	
FN296069		57,500.00	28-09-99 A 27-09-00
FN297164		3,123,658.52	5-10-99 A 4-10-00
FN297165		850,024.73	5-10-99 A 4-10-00
FN297251		395,000.00	8-10-99 A 7-10-00
FN297254		863,331.50	09-10-99 A 08-10-00
FN297255		1,235,357.95	10-10-99 A 9-10-00
FN297256		1,995,000.00	10-10-99 A 09-10-00
FN297257		239,257.50	10-10-99 A 09-10-00
FN297258		302,622.50	10-10-99 A 09-10-00
297281 - 297280		77,250.52	13-10-99 A 28-11-00
FN297282		8,146,032,16	13-10-99 A 12-10-00
FN297484		22,500.00	15-10-99 A 14-10-00
297505- 297506			18-10-99 A 4-12-00
FN298028			19-10-99 A 18-10-00
298065- 298064			20/10/99 A 19-10-00
FN298102-298103		1,707,895.65	27-10-99 A 30-11-00
FN298299	<u> </u>	442,279.50	3-11-99 A 2-11-00
FN298300	·	143,520.00	3-11-99 A 2-11-00
FN298360		22,293.00	3-11-99 A 3-11-00
FN298843		15,728.79	05-11-99 A 04-11-00
FN299008		111.494.02	10-11-99 A 9-11-00
FN299026-299027		34,197.80	13-11-99 A 10-12-00
FN299039-299040		621,722.34	15-11-99 A 14-11-00
FN299055		45,540.00	11-11-99 A 10-11-00
FN299092		500,000.00	12-11-99 A 11-11-00
FN299366			20-11-99 A 19-11-00
FN299394		36,119.89	24-11-99 A 30-12-00
FN299513-299514		196,100.00	29-11-99 A 30-12-00
FN299516-299515		782,245.02	30-11-99 A 29-11-00
FN299537-299538		44,588.00	01-12-99 A 30-12-01
FN299561-299562		339,801.60	25-11-99 A 10-12-00
FN309114		429,809.03	13-12-99 A 12-12-00
FN309113			1-12-99 A 30-11-00
FN 309294		132,497.17	10-12-99 A 9-12-00
FN309816			8-12-99 A 13-12-00
FN309814			8-12-99 A 7-12-00
FN309828		40,000.00	16-12-99 A 15-12-00
TOTAL 1999		66.938.588.19	

BONDS GRANTED BY AFIANZADORA INSURGENTES

POLICY	AMOUNT IN	AMOUNT IN	TERM
No.	US DOLLARS	PESOS	
FN4804		7,995.00	20-12-99 A 19-12-00
320124		43.745.63	18-01-00 A 17-01-01
320114		80,000.00	17-01-00 A 26-12-01
320022		49.457.30	14-01-00 A 13-01.01
320247		80,400.00	03-02-00 A 02-02-01
320884		39.308.66	25-01-00 A 24-01-01
774482		339,801.60	06-12-99 A 05-12-00
309948			29-12-99 A 28-12-00
321990		1,250,000.00	22-02-00 A 21-01-01

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POLICY	AMOUNT IN	AMOUNT IN	TERM
No.	US DOLLARS	PESOS	
321831		518,133.00	19-02-00 A 18-02-01
322006		23,500.10	28-02-00 A 27-02.01
785097	·		
320260		25,000.00	08-02-00 A 07-02-01
320274		58,100.00	09-02-00 A 08-02-01
322100		281.190.96	28-02-00 A 27-02-01
330964		27.500.00	03-04-00 A 02-04-01
322675		49.305.54	07-03-00 A 06-03-01
330588		37,628.46	20-03-00 A 19-03-01
333320	187,902.62		24-04-00 A 24-04-01
332567			07-04-00 A 08-04-01
332570-332571		150,716.50	07-04-00 A 23-01-02
330589		83,680.82	20-03-00 A 19-03-01
329819	·	75.358.25	14-03-00 A 13-03-01
329817		6.407.51	13-03-00 A 12-03-01
329818		47,000.02	14-03-00 A 24-11-01
338913		16.000.00	18-05-00 A 17-05-01
341363		118.518.75	30-05-00 A 31-05-01
338893		85,748.76	15-05-00 A 14-05.01
322100		281,190.96	28-02-00 A 27-02-01
330964		27,500.00	03-04-00 A 02-04-01
322675		49,305,54	07-03-00 A 06-03-01
330588			20-03-00 A 19-03-01
333321		187,902.62	24-04-00 A 24-04-01
332567		337,706.86	07-04-00 A 08-04-01
332570-332571		150,716.50	07-04-00 A 23-01-02
330589		83.680.82	20-03-00 A 19-03-01
329819		75.358.25	14-03-00 A 13-03-01
329816			13-03-00 A 12-03-01
329818		47.000.02	14-03-00 A 24-11-01
TOTAL		5.263.856.26	

DETAIL OF BONDS GRANTED BY MONTERREY AETNA WITH OTHER BROKERS

POLICY	AMOUNT IN	AMOUNT IN	TERM .	
No.	US DOLLARS	PESOS		
FN309009		42.622.99	17-12-99 A 16-12-00	
FN309008		245,082.32	16-12-99 A 15-12-00	
TOTAL		287,705.31		

DA DA	LEFL. LNC.	CGJEP1	AMOUNT	
<u> </u>				
10-Dic-98	JT-10828	REG. DE IMPTOS. DE IMPORTACION	81,730.01	
1995		ARRENDAMIENTO 1995 ATLAS	4,407.67	
03-Feb-97	21981	ARRENDADORA ATLAS	3,957.01	
TOTAL			90,094.69	
28-Ene-00	JE-20908	COMPRA DE BULL 10,916.69 DLLS (T.C. 9.3424368)	101,988.48	
31-Ene-00	PD-43027	ENVIRONMENT AGENCY	2,382.80	
TOTAL			104,371.28	
07-Mar-00	JT 21573	MINISTRY OF HOLANDA	338,073.60	·
TOTAL			338,073.60	! '
30-May-00	JT 22695	IMPORTACION EQUIPO DE BET.	865,003.34	
TOTAL			865,003.34	

ACUMULADO	4,201,916.60
	7,285,819.51 PESOS
	y.va.

Section 2.20 Litigation

No exceptions other than those set forth below.

1.- PERFORMANCE BOND CLAIM

PETROQUIMICA PAJARITOS, S.A. DE C.V. vs. RESIDUOS INDUSTRIALES MULTIQUIM, S.A. DE C.V. HEXACHLORINATED COMPOUNDS CONTRACT CS-PA 089/97

BOND COMPANY: FIANZAS MONTERREY NEW YORK (FORMERLY FIANZAS MONTERREY AETNA)

BONDS NO. FN156996 & FN158749

AMOUNT IN PESOS: \$9,497,000.00

STATUS: CLAIM DENIED TWICE BY BOND COMPANY WITH SUPPORT PROVIDED BY RIMSA.

AT THE MOMENT PENDING SPECIAL PROCEEDINGS TO BE INITIATED BY PETROQUIMICA PAJARITOS IN ORDER TO SUE THE BOND COMPANY.

2.- SPECIAL PROCEEDINGS TO START A CIVIL LAWSUIT PETROQUIMICA PAJARITOS, S.A. DE C.V. vs. RESIDUOS INDUSTRIALES MULTIQUIM, S.A. DE C.V. HEXACHLORINATED COMPOUNDS CONTRACT CS-PS-SI 635/96

CASE FILE:15/99-11

COURTROOM 10TH FEDERAL DISTRICT COURTROOM IN COATZACOALCOS, VERACRUZ

AMOUNT IN PESOS: \$3,963,800.00

STATUS: ALL PAPERS WHERE SUBMITTED BY OUR COUNTERPART BUT THEY HAVE NOT DONE ANYTHING ON THE FILE SINCE LAST NOVEMBER 1999

STATUS AS OF AUGUST 2000 THE CIVIL ACTION HAS BEEN FILED BY PEMEX PETROQUIMICA AND WE HAVE PRESENTED OUR ARGUMENTS THE TRAIL IS PENDING

RESIDUOS INDU	STRIALES MULTIQUIM, S	S.A. DE C.V.
2000 AGREEM	ENTS WITH RELATED CO	MPANIES
COMPANY	PRODUCT OR SERVICE	TERMS AND CONDITIONS
Valores Ecológicos, S.A. de C.V.	Management Fee Services	\$500,000 Dils. Annual converted to Pesos
		exchange rate \$9.5222 = \$4.945,150 Ps
		(Monthly payments \$412,346 Ps)
Waste Management of Texas, Inc.	Technical assistance	6.0% of total RIMSA revenue
Waste Management of Texas, Inc.	Technical support	2.0% of total RIMSA revenue
Valores Ecológicos. S.A. dc C.V.	Technical assistance	4.0% of total RIMSA revenue
Transquímica Nacional, S.A. de C.V.	Freight services	RIMSA will not have any profit for the TQN
Transquimea Microrian, 3.71. 55 C. V.	(100)	freight
		Services
Materias Primas ARACC, S.A. de C.V.	Production materials:	
Trible I de l'Anne d'Arte de la company de l	Calcium carbonate (Tons)	\$240.0 Ps
	Lime (M3)	\$186.0 Ps
•	Clay (M3)	\$14.4 Ps
	Industrial water (M3)	\$12.0 Ps
	Water	\$2,200 trip
Operaciones Inmobiliarias Orva, S.A. de C.V.	Equipment rental:	
Operaciones inmobiliarias Olva, B.A. de C. V.	Backhoes (4)	\$1,800.00 Dlls backhoes per Month
Héctor Vargas Garza	LOSOLES warehouse	E-1: \$5,140 Ps. Month
		E-2: \$3,660 Ps. Month
Operadora Industrial Administrativa, S.A. de C.V.	Personnel administration	Salaries * Fringe benefits factor 1.61*1.20

Section 2.22 Liability for Services and Products

No exceptions, other than regular inspections and investigations of the type disclosed in Section . 2.13(c).

Section 2.23 Insurance

 $48 \le 1$

RESIDUOS INDUSTRIALES MULTIQUIM S.A. DE C.V.

	INSURANCE		TI	ERM			INSURANCE		
CATEGORY	COMPANY	BROKER	FROM	TO	POLICY #	CURRENCY	COVERAGE	PREMIUM	DEDUCTIBLE
THIRD PARTY	ACE	PADILLA Y PEREZ	1-Dec-99	1-Mar-01	2350	US DLLS	\$ 5,000,000	\$ 37,500	\$25,000
CIABILITIES	SEGUROS	SEGUROS Y FIANZAS							
PROPERTY:	ACE	PADILLA Y PEREZ	1-Dec-99	1-Mar-01	886	US DLLS	\$ 42,000,000	\$ 42,500	\$25,000
	SEGUROS	SEGUROS Y FIANZAS							
CIVIL RESP.	G.N.P.	KALIFA	11-Oct-99	11-Oct-00	492550	PESOS	\$ 27,697,800	\$ 40,666	MINUMUM
ACCIDENT		CONSULTORES					l		SALARIES
TRAVELERS									FACTOR
VEHICLES	G.N.P.	KALIFA	5-Sep-99	5-Sep-00	3121711	PESOS		\$ 208,703	5%
TRUCK'S		CONSULTORES			3121722			\$ 410,237	
OTHER'S				·	3121757			\$ 39,864	
PERSONAL									5%
TRANSPORTATION					·				 -
		PADILLA Y PEREZ	13-May-00	13-May-01	288885	PESOS	\$ 6,828,000	\$ 27,063	
COMPUTERS	ZURICH	SEGUROS Y FIANZAS							
TOTAL ANNUAL PREMIUMS:					<u> </u>				
Ps.					·		l	\$ 726,533	
ÜSD				4g	- 		<u></u>	\$ 80,000	

Also, see Section 2.19(k) for a list of bonds and Schedule 2.4 which relates to an insruance policy which shall cease to be in effect upon Closing.

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Section 2.24 Broker

No exceptions.

Section 2.25 Omissions

No exceptions.

AMENDMENT NO. 1 TO AGREEMENT FOR THE PURCHASE OF STOCK OF RESIDUOS ENDUSTRIALES MULTIQUEM, S.A. de C.V.

This Amendment No. 1 dated as of the 26th day of October, 2000 (the "Amendment") to the Agreement for the Purchase of Stock (the "Stock Purchase Agreement"), of Residuos Industriales Multiquim, S.A. de C.V. is entered into by and between Compagnie Générale d'Entreprises Automobiles, S.A. ("CGEA"), SARP Industries S.A. ("SARPI"), corporations organized under the laws of France (collectively the "Buyer"); Mr. Hector Vargas Garza ("Mr. Vargas") and Valores Ecologicos S.A. de C.V. ("Valores"), a corporation organized under the law of the United Mexican States (collectively the "Seller").

WHEREAS, CGEA, SARPI, Mr. Vargas and Valores have entered into the Stock Purchase Agreement dated August 26, 2000 herewith providing for, among other things, CGEA's purchase from Mr. Vargas of shares of the capital stock Immobiliaria Confinamina, S.A. de C.V. ("Confinamina"), a corporation organized under the laws of the United Mexican States (the "Company").

WHEREAS, the parties wish herein to modify certain provisions as set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 6.3(b) of the Stock Purchase Agreement is hereby amended to read in its 1. entirety as follows:

Section 6.3 Termination by Mutual Agreement. (b) Buyer or Seller may terminate this Agreement by notifying the other party thereof if the Closing, through no fault of the terminating party or its Affiliates, has not taken place on or before November 15, 2000, or such later date as the parties may agree upon in writing. Any such termination shall be without prejudice to any other rights or remedies that may be available to the terminating party under applicable law.

Filed 06/14/2007

Except as amended hereby, all of the terms and provisions of the Stock Purchase 2.

Agreement shall remain in full force and effect as provided therein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the 30th day of October, 2000.

COMPAGNIE GENERALE D'ENTREPRISES **AUTOMOBILES S.A.** SARP INDUSTRIES, S.A.

Mr. HECTOR VARGAS GARZA

VALORES ECOLOGICOS S.A. DE C.V.

Title:

Name: Hector Vargas Garza Title: Sole Administrator

AMENDMENT NO. 2 TO AGREEMENT FOR THE PURCHASE OF STOCK OF RESIDUOS INDUSTRIALES MULTIOUIM, S.A. de C.V.

This Amendment No.2 dated as of the 14th day of November, 2000 (the "Amendment") to the Agreement for the Purchase of Stock, as previously amended (the "Stock Purchase Agreement"), of Residuos Industriales Multiquim, S.A. de C.V. is entered into by and between Compagnie Générale d'Entreprises Automobiles, S.A. ("CGEA"), SARP Industries S.A. ("SARPI"), corporations organized under the laws of France (collectively the "Buyer"); Mr. Hector Vargas Garza ("Mr. Vargas") and Valores Ecologicos S.A. de C.V. ("Valores"), a corporation organized under the law of the United Mexican States (collectively the "Seller").

WHEREAS, CGEA, SARPI, Mr. Vargas, and Valores have entered into the Stock Purchase Agreement dated August 26, 2000 providing for, among other things, CGEA's purchase from Seller of shares of the capital stock Immobiliaria Confinamina, S.A. de C.V. ("Confinamina"), and shares of the capital stock of Residuos Industriales Multiquim, S.A. de C.V.

WHEREAS, the parties wish herein to modify certain provisions as set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. A new section 10.17 is hereby added to the Stock Purchase Agreement to read in its entirety as follows:

10.17. Sarp Industries Mexico S.A. de C.V. as a Buyer. Commencing at the Closing. Sarp Industries Mexico S.A. de C.V. shall be included in the term "Buyer" as used herein.. as hy

IN WITNESS WHEREOF, the parties have executed this Amendment on the 14th day of November 2000.

COMPAGNIE	GENERALE	D'ENTREPRISES
AUTOMOBIL:	ES S.A.	

By:				
Name:	Pencet	- Ce	hier	
Title:	ا شید	<i>(</i> ⁷	ا سام	-

SARP INDUSTRIES, S.A.

By:	
Name:_	Passat Can Kin
Title:	Vice Paciadent

Mr_HECTOR VARGAS GARZA

VALORES ECOLOGICOS S.A. DE C.V. Name: Title:_

Amendment 2 Varges 001114

FLOW OF FUNDS MEMORANDUM RE: AGREEMENT FOR THE PURCHASE OF STOCK OF RESIDUOS INDUSTRIALES MULTIQUIM S.A. DE C.V. DATED August 26, 2000 BETWEEN

COMPAGNIE GENERALE D'ENTREPRISES AUTOMOBILES, S.A. / SARP INDUSTRIES, S.A. Mr. HECTOR VARGAS GARZA and VALORES ECOLOGICOS, S.A DE C.V.

This memorandum summarizes the flow of funds for the closing of the transactions contemplated by that certain Agreement for the Purchase of Stock of Residuos Industriales Multiquim, S.A. DE C.V., dated August 26, 2000 as amended, by and between Mr. Hector Vargas Garza ("Mr. HVG"), Valores Ecologicos, S.A DE C.V. ("Valores") and Compagnie Générale d'Entreprises Automobiles, S.A. / SARP Industries, S.A. ("CGEA"). Capitalized terms used in this memorandum not otherwise defined herein have the same meaning as set forth in the Agreement.

Pursuant to the terms of the Agreement, at the Closing, CGEA or its designee will pay US\$27,237,626.03 (Twenty seven million two hundred thirty seven thousand six hundred twenty six US \$ and three cents)(as detailed in the annex hereto to entitled Proceeds for Share Purchase) to Valores by wire transfer of immediately available funds, which payment shall include the escrow payment as described below.

For purpose of convenience, each of Mr. Hector Vargas Garza, Valores and CGEA have agreed that all payments will be made to Valores pursuant to the wire instructions indicated below and that Valores shall be responsible for allocating the payment received among itself, Mr. HVG, their Affiliates and all parties entitled to receive payment under the Agreement at the Closing for whatever reason:

Bank:

UBS AG - New York Branch

New York, NY

Account name:

Valores Ecologicos, S.A. DE C.V.

Account number:

Swift:

YR-266 528 UBSWUS33

ABA:

026-007-893

The amount of the wire transfer shall be subject to adjustment pursuant to Section 1.5 of the Agreement.

CGEA shall pay the sum of US\$ 4,874,593.78 (Four million eight hundred eventy four thousand five hundred ninety three US \$ and seventy eight cents), already included in the US\$27,237,626.03 mentioned above to the Escrow Account pursuant to the Escrow Agreement

UBS A G.

10 East 50th Street, New York, NY 10022

Mailing address:

Attn.: Alfredo F. Roth **Executive Director**

UBS AG - New York Branch

Phone: 212 335 1070

10 East 50th Street New York, NY 10022

Fax: 212 574 5443 Email: alfredo.roth@ubs.com

FLOW OF FUNDS Varges 001114

Mr. Hector Vargas Garza, Valores and CGEA agree and acknowledge that the Escrow Account has been deposited at the UBS AG, NewYork Branch and not at the Banco Mercantil del Norte S.A. and that Seller shall have fully complied with its obligations under Section 1.2 of the Stock Purchase Agreement by making said deposit notwithstanding the provision of said Section 1.2..

Valeres Ecologicos, S.A. DE C.V.

By: Name:

Title:

Hector Vargas Garza

Compagnie Générale d'Entreprises

Automobiles, S.A.

Name: Pascal Gauthier Title: Vice President

FLOW OF FUNDS Varges 001114

SALE PROCEEDS FOR SHARE PURCHASE	•				November 14, 2000
Amounts in Mexican Pesos			CLOSING	AFTER CLOSING	\$ 9.6008 CLOSING
ARTICLE I		SPA AGREEMENT	Ps.	Ps.	USD
SECTION 1.1					
Shares, first payment of land, before escrow account	IA)	239 975 000	239 975 000		24 995 312.89
Escrow Valores & CGEA	•		- 46 800 000		- 4 874 593.78
Witholholding fund	iB)	8 424 000		8 424 000	-
Promissory note 18 months	1 C)	20 592 000		20 592 000	-
Promissory note 36 months	iE)	20 592 000		20 592 000	•
Promissory note	IF)	20 592 000		20 592 000	
•	į	310 175 000	193 175 000	70 200 000	20 120 719.11
Unpaid Shareholder's fees	n	0		•	-
Non compete	III	18 720 000	18 720 000		1 949 837.51
Value added tax 15.0% Non compete		2 808 000	2 808 000		292 475.63
TOTAL SECTION 1.1					22 363 032.25
SECTION 1.2 Escrow Valores & CGEA			46 800 000		4 874 593.78
TOTAL SECTION 1.2			40 000 000	···	
TOTAL SECTION 1.2					4 874 593.78

261 503 000 70 200 000

27 237 626.03

PAGARE (PROMISSORY NOTE)

Principal Amount: \$20,592,000.00 Pesos of the United Mexican States

FOR VALUE RECEIVED, the undersigned SARP INDUSTRIES MEXICO, S.A. DE C.V. by this PAGARE, unconditionally promises to pay to the order of VALORES ECOLOGICOS, S.A. de C.V. the principal amount of \$20;592,000.00 (Twenty Million Five Hundred ninety two thousand 00/100 PESOS OF THE UNITED MEXICAN STATES), plus interest at the rate set forth in this PAGARE per annum precisely on May 14, 2002. All payments hereunder shall be made in the domicile of the holder at Lazaro Cardenas No. 2400 Pte. Edificio Losoles PB-7, Col. Residencial San Agustin, San Pedro Garza García, Nuevo León C.P. 66260 México, in lawful money of the United Mexican States.

Interest shall be at an annual rate equal to the Interbank Equilibrium Interest Rate (TIIE) at twenty eight (28) days published by Banco de Mexico, S,A, on the last day of each month on which such rate is published, minus two (2) percentage points ("RATE"). Such interest will be computed on the basis of a 365-day year and the actual number of days elapsed, from and including the date of subscription of this PAGARE, but excluding the date of payment; and shall be payable to VALORES ECOLOGICOS, S.A. de C.V. on a monthly basis within the fifteen (15) calendar days following the last day of each calendar month following the date of subscription of this PAGARE. If the publication of the TIIE rate is discontinued for any reason, the applicable interest rate to this PAGARE shall be that rate substituting such TIIE rate minus two (2) percentage points. Should any day for the payment of the Principal: amount or interest payable hereunder does not fall on a Working Day. then such payment shall be made on the immediately previous Working Day. A "working day" is any day which is not Saturday or Sunday and on which commercial banks are open for business and are not authorized to be closed in Monterrey, N.L., Mexico.

If for any reason, any interest or principal payment hereunder is not paid at its maturity, the undersigned shall pay overdue interest on such interest or principal payment not made at the RATE and as provided above, until full payment of such overdue amounts has been made.

Any legal action or proceeding arising out of this PAGARE may be brought in any Court of competent jurisdiction sitting in the City of Monterrey, N.L., Mexico, therefore the holder and the undersigned waive the jurisdiction that by reason of their present or future domiciles may correspond to them.

The undersigned hereby waives dilligence, presentment, demand, protest and notice of any kind whatsoever, and in particular the requirements and formalities established by articles 126, 127, 128, 139, 142, 143, 148, 149 and 155 of the "Ley de Titulos y Operaciones de Crédito". The nonexercise by the holder of any of its rights under this PAGARE in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

The undersigned hereby promises to pay all costs of collection and reasonable attorney's fees in case of default in the payment of this PAGARE.

This PAGARE shall be construed in accordance with, and governed by the laws of the United Mexican States.

This PAGARE consists of (2) two pages.

Monterrey, N.L., México, on the 14TH of November, 2000.

ISSUER / SUSCRIPTOR

BY: MR. JEAN-ALAIN JULLIEN SPECIAL ATTORNEY-IN- FACT SARP INDUSTRIES MEXICO. S.A. DE C.V.

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ISSUER / SUSCRIPTOR

BY: MR. JEAN-ALAIN JULLIEN SPECIAL ATTORNEY-IN- FACT SARP INDUSTRIES MEXICO, S.A. DE C.V.

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